

INSTRUCTIONS: A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements; or, where no contract exists, a full statement of all the circumstances, by reason of which the registrant is acting as an agent of a foreign principal. This form shall be filed in duplicate for each foreign principal named in the registration statement and must be signed by or on behalf of the registrant.

Name of Registrant	Name of Foreign Principal
Keene, Shirley & Associates, Inc.	National Farmer's Federation of Australia

Check Appropriate Boxes:

- ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach two copies of the contract to this exhibit.
- ☐ There is no formal written contract between the registrant and foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach two copies of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
- ☐ The agreement or understanding between the registrant and foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and the expenses, if any, to be received.

4. Describe fully the nature and method of performance of the above indicated agreement or understanding.

Registrant will monitor U.S. legislation and administrative policy on agricultural, trade and other issues which may impact Australian farm interests. Any pertinent information will be forwarded to the Federation. The information will be gathered through contact with Congressional staff and Senatorial staff and through the media. We will attempt to arrange meetings with people of interest (agriculture department, congressmen, senators, committee staff, press) for Federation members, during information gathering visits to the Washington, D.C. area.

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INTERNAL SECURITY
SECTION
REGISTRATION UNIT

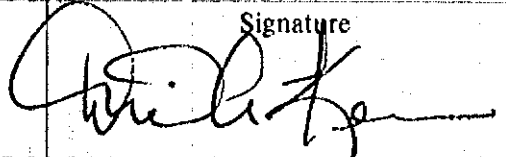
5. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

Registrant will monitor U.S. legislation and administrative policy on agriculture, trade and other issues which may impact Australian farm interests. We will also attempt to arrange meetings with people of interest for the Federation's members during information gathering visits.

6. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act?¹
Yes ☒ No ☐

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

We will attempt to arrange meetings for members of the Federation, during visits to the Washington, D.C. area, with members of the Agriculture Department, Congressmen, Senators, staff or committee members or committee members, which would be of interest to the Federation. These visits would be information gathering in purpose, designed to maintain contact between representatives of two friendly countries.

Date of Exhibit B	Name and Title	Signature
January 20, 1988	David A. Keene President	

¹Political activity as defined in Section 1(o) of the Act means the dissemination of political propaganda and any other activity which the person engaging therein believes will, or which he intends to, prevail upon, indoctrinate, convert, induce, persuade, or in any other way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

BETWEEN :

KEENE, SHIRLEY & ASSOCIATES INC.

AND:

NATIONAL FARMERS' FEDERATION

AGREEMENT

INTERNAL SECURITY
SECTION
REGISTRATION UNIT

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AN AGREEMENT made on the 2nd day of April 1987

BETWEEN

KEENE, SHIRLEY & ASSOCIATES INC, a company incorporated under the laws of Virginia having its registered office at
919 Prince Street, Alexandria, Va. 22314 in the United States of America (hereinafter called the "Consultant") of the one part

AND

THE NATIONAL FARMERS' FEDERATION an unincorporated association having its office at 14 - 16 Brisbane Avenue, Barton in the Australian Capital Territory, Australia (hereinafter referred to as the "Client") of the other part

WITNESSETH:

WHEREAS, in view of, among other things, the unique abilities and qualifications of Consultant, Client desires to formalize an association with Consultant for the purpose specified hereinafter, and

WHEREAS, the Client has been reviewing several options for implementation of a program designed to assist its efforts to protect and expand its members' export markets and aid in their strategic planning to strengthen those markets, and

WHEREAS, in view of the important relationship between the United States and Australia, and the mutual commitment both governments have made to maintaining their long standing friendship, the Client has decided to retain professional assistance (Consultant) to monitor public policy developments in the United States that could impact Client's interests and/or goals.

WHEREAS, the parties hereby agree that the deemed date for commencement of this agreement shall be 1 March 1987 and such date hereafter to be referred to as the Commencement Date. The client shall retain the consultant on the terms and conditions contained in this agreement for a period of twelve months from the Commencement Date.

AND WHEREAS the Consultant hereby warrants it is a registered federal lobbyist in the United States of America and that at all times during the continuance in force of this agreement that they will comply with all the requirements of the relevant federal statutes authorizing their registration as accredited federal lobbyists in the United States of America.

NOW, THEREFORE, for the consideration set forth and subject to the terms, conditions and mutual covenants, hereinafter specified, Consultant and Client hereby agree as follows:

1. SCOPE OF THE WORK

In accordance with the terms of this agreement, Consultant agrees to use his best endeavours to assist Client and specifically:-

- (a) To act as Government and Media Relations consultant to develop and implement a comprehensive program to improve and expand the general economic, cultural and political relations between the Client and the U.S. Government at all levels.
- (b) To provide an ongoing analysis of U.S. Government trade, tax, treasury and other Agricultural policies as they relate to the interests of policies in respect of the Client.

- (c) To provide baseline data to the Client in respect of all Agricultural activities in the United States and without limiting the generality thereof shall:
 - (i) provide information each week in respect of Agricultural Bills before the Houses of Congress;
 - (ii) provide information in respect of the general lobbying activities of competing lobbyists and lobby groups;
 - (iii) provide evidence on a weekly basis during the sittings of both Houses of Congress in respect of the voting patterns of each of the political parties and the constituents;
 - (iv) provide reports as required in respect of the various Agricultural and Agricultural Sub-Committees of the Houses of Congress.
- (d) Such other assignments as may be mutually agreed which are necessary to the success of the contract objectives but only where the terms and conditions of this principal agreement are included into such further assignments and such additional assignments are mutually agreed in writing by both parties.

2. REPORTS BY CONSULTANTS

- (a) The Consultant shall formally report in writing to the Client within one month of the end of each quarter year (VIZ June, September, December and March) upon the conduct and development of the scope of such work as specified in Clause 1 hereof, during the period and generally upon their achieving the objectives of this agreement together with their reasoned views on prospects of satisfactorily

performing the scope of work as specified in Clause 1 hereof, in the immediate future. The Consultant shall also make such interim special reports on any of these matters as the Client may from time to time require.

- (b). In addition to the reporting specified in sub-clause (a) hereof the Consultant shall each fourteen days after the commencement date report to the Client by providing a general summary of the current matters referred to in Clause 1 and such report shall include evidence of trends, forecasts for the future, and any matter which the Consultants believe to be of significance in respect of Agriculture in the United States of America.

3. TERM OF CONTRACT

The initial term of this agreement shall extend for a period of Twelve (12) months from the Commencement Date specified in the Preamble hereof and for such additional period, or periods, as to which the parties hereto may mutually agree in writing.

4. REMUNERATION

- (a) As compensation for the performance by the Consultant of the consulting services specified hereunder, the Client shall pay or allow to be paid to the Consultant in consideration for their services to the Client in pursuance of this agreement, payment at the rate of \$US60,000.00 per annum in the following manner:-

- (i) Payment of \$US15,000.00 upon execution of this agreement;
- (ii) Payment of \$US15,000.00 on the basis of invoicing by the Consultant on a quarterly basis to the Australian address of the Client;

- (iii) Invoices to be submitted within seven days of each three month period;
- (iv) Payment of such invoices within 14 days of receipt at the addresses specified in the agreement with an allowance of a further 7 days to provide for postage delay.

5. EXPENSES

Client will reimburse Consultant for travel and other expenses incurred by Consultant incident to the performance of this agreement under the following conditions:-

- (a) TRAVEL - Where the Consultant proposes to undertake travel in pursuance of performance of this agreement he shall provide an estimate of the cost of such travel and the reason for such travel being undertaken to the Client. The Client may then authorize such travel in which case the Consultant shall be reimbursed by the Client for actual expenses incurred on its behalf which shall include air and surface transportation, meals, lodging and other expenses incident to such travel, such as taxi fares, entertainment, telex and telephone calls, tips, valet and laundry service.
- (b) OTHER - Consultant shall also be reimbursed by Client for such other reasonable and necessary expenses as may actually be incurred and relating directly to the performance of this Agreement PROVIDED that prior to the expenditure of funds under this clause (b) there must be approval in writing from the Client before such monies are expended. Excluded from reimbursement under this paragraph (b) are such expenses as may be incurred by the Consultant as a result of engaging in business generally (the expenses of maintaining an office and staff, taxes, insurance, professional and social membership, etc).

- (c) Where the necessary and appropriate approval has been obtained from the Client prior to expenditure by the Consultant under either clause (a) or clause (b), the Consultant shall be reimbursed by the Client for such travel and other approved expenses. Payment of such expenses should be on the basis of the Consultant submitting detailed accounts of approved expenditure on behalf of the Client who upon receipt of such undertakes to make the necessary payment within 30 days plus a reasonable period for any postal delay.
- (d) (i) Notwithstanding the prior provisions of Clause 5 hereof it is hereby agreed by the Parties that the Consultant shall have the authority to expend on a single item the sum of \$US20.00 without any prior consent from the Client and the Consultant will not be required by the Client to provide documentary evidence of such expenditure.
- (ii) For the purposes of expenditure pursuant to Clause 5 hereof the prior written consent of the Client will not be required where the Consultant is required to expend less than the sum of \$US500.00. However the Consultant shall provide to the Client documentary evidence of all such expenditure.

6. INDEPENDENT CONTRACTORS

Client and Consultant hereby agree that except as otherwise provided herein, Consultant will act as an Independent Contractor and further that Consultant shall perform his obligations hereunder independently and on his own initiative, allocating such time and attention to such obligations as may be reasonably necessary to assure accomplishment of the goals contemplated subject to the requirement of reports of progress of lobbying and monitoring functions as required by Clause 2 hereof.

7. CONSULTANTS EMPLOYEES

Client and Consultant agree that the services of DAVID A. KEENE as well as those of CRAIGAN SHIRLEY will be available under this contract as senior Consultants and program managers for the term of this agreement, including any extensions hereof. In the event that employees other than those specified herein are required to be utilized by the Consultant then the Consultant shall have the right to utilize such of its employees as agreed with the Client.

8. CONFIDENTIALITY

The Consultant represents and warrants that it will hold all information relative to the work required pursuant to this agreement in confidence and trust and shall keep the secrets of the National Farmers' Federation and shall not during its employment under this agreement and for three (3) years thereafter divulge or utilize to the detriment or prejudice of the Client information obtained by the Consultant in the cause of its service under this agreement.

9. COPYRIGHT

During the term of this agreement all notes, memoranda, reports, photographic and sound recordings and all intellectual property (including any copies thereof) which maybe produced, prepared or designed in connection with any work performed pursuant to this agreement shall remain, be, and become the exclusive property of the Client. All such material and the copyright in all such material shall from the date of its creation become and remain the property of the Client at its principal place of business or immediately after the termination or completion of this agreement and the Consultant shall thereafter make no further use of information, data, material, specifications, or other notes or memoranda or any information derived therefrom without the prior written consent of the Client.

10. LEGAL WARRANTY

Both Parties agree to take all reasonable precautions to assure that the work carried on under this agreement shall comply with all applicable laws, rules and regulations of the United States of America and Australian governments insofar as said laws, rules and regulations pertain to this agreement.

11. RELEASE

Consultant hereby releases Client from any and all liability whatsoever arising out of sickness or injury to Consultant, or from any loss or damage to its property occurring in the course of performing any task under this agreement.

12. INDEMNITY

Nothing contained in the Agreement shall give the Consultant any right or authority to create any obligation or responsibility either expressed or implied on behalf of or in the name of the Client in any manner or thing whatsoever and the Consultant agrees that where any Third Party commences any action, suit, claims demands in respect of such breach or obligation then the Consultant shall indemnify and keep indemnified the Client against all aforesaid claims.

13. BREACH

1. This agreement may be terminated forthwith by the Client by notice in writing if the Consultant shall at any time:-
 - (a) Commit any serious or persistent breach of any of the terms and conditions herein contained;
 - (b) Be guilty of any grave misconduct or willful neglect in the discharge of its duties hereunder;

- (c) Enter liquidation or the directors of the Consultant become bankrupt or make any arrangement or composition with their creditors;
 - (d) Become unsound or under the control of any committee or officer under any law relating to mental health;
 - (e) Through sickness or injury be unable to perform any task under this agreement.
2. This agreement may be terminated by the Client by notice in writing to the Consultant provided that the Client gives to the Consultant one month's notice and pays to the Consultant all outstanding fees and payment in respect of such notice.

14. GOVERNING LAW

This agreement shall be governed by and construed in accordance with the laws of New South Wales and (without prejudice to the rights of any party to proceed against any other party in any other court) each party irrevocably submits unconditionally to the jurisdiction of the Courts of that State and of all courts competent to hear appeals therefrom in relation to any legal action suit or proceeding arising out of or with respect to this Agreement and agrees that such action, suit or proceedings may be brought in the said State.

15. ARBITRATION

All questions or differences whatsoever which may at any time hereafter arise between the parties hereto or their respective representatives with respect to this agreement or the subject matter thereof or arising out of or in relation thereto and whether as to construction or otherwise shall be referred to a single arbitrator in the case the parties can agree upon one otherwise to two arbitrators (one to be appointed by each party to the difference) for determination of the difference or question. . .

16. ENTIRE AGREEMENT

This Agreement constitutes the sole and entire agreement between the parties and no warranties, representations, guarantees or other terms or conditions of whatsoever nature not contained and recorded herein shall be of any force or effect.

17. NOTICES

All notices, notifications, requests, demands, consents, approvals, agreements or other communications by, to or upon the respective parties to this agreement shall be in writing and be signed by an Authorised Officer of the party giving such communication and shall be deemed to be duly given or made:-

- (a) (in the case of delivery in person or by post or telegram) when delivered; or
- (b) (in the case of telex) on receipt by the sender of the answerback code of the recipient at the end of the transmission (provided that if the time of despatch is not before 4 p.m. (local time) or a day on which business is generally carried on in the place to which such communication is sent, it shall be deemed to have been received at the commencement of business on the next day in that place) to the party to which such communication is required or permitted to be given under this Agreement addressed;
- (c) in the case of a facsimile transaction on receipt by the recipient at the end of transmission, subject to appropriate allowances for variations in time zones where applicable.

(i) in the case of the Consultant, to:-

919 Prince Street
Alexandria Va 22314
United States of America

Telex

Facsimile 703-684-7642

(ii) in the case of the Client, to:-

3rd Floor, NFF House
14 - 16 Brisbane Avenue
Barton ACT 2600
Australia

Telex Australia 62683

Facsimile Australia (062) 732331

or to such other address a telex number, as the case may be, as the relevant addressee may specify for such purpose to the others by notice in writing.

For the purpose of this Clause, a written communication includes a notice by telex, facsimile transmission or cable.

18. FURTHER ASSURANCE

The Consultant covenants that it will execute and do all such further acts, matters and things as shall be requisite or necessary for effectuating the provisions of this Agreement.

19. ENUREMENT

This Agreement shall enure to the benefit of and be binding upon the Client and its successors and assigns and enure to the benefit of and be binding upon the Consultant and its successors and assigns.

20. INTERPRETATION

Where herein used words importing the singular number or plural number shall include the plural number and singular number respectively, and words importing the masculine gender shall include the feminine or neuter gender. A reference to a person shall include a corporation as well as an individual. A reference to Dollars (\$) herein shall be a reference to the currency of the United States of America.

GIVEN under the Common Seal of
KEENE SHIRLEY & ASSOCIATES INC
 by authority of a resolution of
 the Board of Directors
 in the presence of:

a Director
 and

/Secretary

.....
 Director
 Thomas S. [Signature]

 Director/Secretary

SIGNED by the said
THE NATIONAL FARMERS' FEDERATION
 in the presence of:

Q A. [Signature]

.....
 Executive Director